

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF NEW YORK**

SELECTICA INC.,

Plaintiff,

v.

IAN CONNERTY,

Defendant.

)
)
)
)
)
)
)
)
)
)
)

Case No. 13-cv-1560 (DNH/TWD)

STIPULATION OF DISMISSAL WITHOUT PREJUDICE AND CONSENT ORDER

On consent of Selectica Inc. (“Selectica”) and Ian Connerty (“Connerty”), and as settlement of this action between those parties, it is ordered, adjudged, and decreed as follows:

1. Terms used in this Consent Order and not otherwise defined shall have the meanings ascribed thereto in the Settlement Agreement (the “Settlement Agreement”) dated as of October 14, 2014, by and among Selectica and Connerty (each a “Party” and collectively, the “Parties”).

2. Except as provided in the Settlement Agreement, Connerty has identified and returned to Selectica through its counsel, or permanently destroyed, (i) all of Selectica’s documents and information in his possession, custody, or control relating to Selectica’s business, including contact information for Selectica’s customers and prospective customers and (ii) any electronic storage devices (e.g., USB sticks, external hard drives), e-mails (including emails on any personal accounts), or files on cloud storage accounts or personal electronic devices (including computers, tablets, and phones) in his possession, custody, or control, containing such Selectica documents or information.

3. For two (2) years from the date of execution of the Settlement Agreement, Connerty will not contact directly or through others, on his own behalf or on behalf of any company in the business of contract management, the companies listed in the Settlement Agreement.

4. Connerty shall comply with his continuing obligations under the Proprietary Information and Inventions Agreement that he executed on February 27, 2011, including his obligation not to disclose or use for any purpose any confidential or proprietary information as defined in that document and the and in the Selectica employee handbook referenced in the Selectica offer letter executed by Connerty on March 7, 2011.

5. The claims that Selectica has asserted or could have asserted against Connerty through the date of the Settlement Agreement are hereby dismissed without prejudice.

6. This Consent Order does not effect, grant, or imply any release, limitation, waiver, compromise, or settlement of any claims for damages or other relief that Selectica has asserted or may assert against any party other than Connerty.

7. Jurisdiction and venue for an action for breach of the Settlement Agreement or violation of this Stipulation and Consent Order exist in this Court, and the Parties waive any and all defenses based on personal jurisdiction, subject matter jurisdiction, and venue.

[REST OF PAGE LEFT INTENTIONALLY BLANK]

8. This Consent Order is entered pursuant to Rule 58 of the Federal Rules of Civil Procedure, and this action is hereby dismissed without prejudice without costs or attorney's fees, save that this Court shall retain jurisdiction over this action, including over implementation of, or disputes arising out of, this Consent Order or the Settlement Agreement.

Dated: October 22, 2014

/s/ Andrew N. Goldfarb
ANDREW N. GOLDFARB, ESQ.
agoldfarb@zuckerman.com
ZUCKERMAN SPAEDER LLP
1800 M Street, NW, Suite 1000
Washington, DC 20036
Telephone: (202) 778-1822
Facsimile: (202) 822-8106

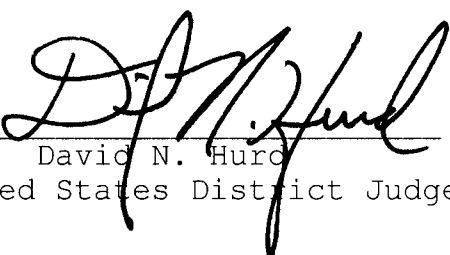
Attorneys for Selectica Inc.

/s/ Sharon M. Sulimowicz
SHARON M. SULIMOWICZ, ESQ.
sharon@smsattorneyatlaw.com
LAW OFFICE OF SHARON M. SULIMOWICZ
118 North Tioga Street, Suite 202
Ithaca, NY 14850
Telephone: (607) 256-0727
Facsimile: (607) 256-0729

Attorneys for Ian Connerty

IT IS SO ORDERED:

Date: October 24, 2014



David N. Hurd
United States District Judge